



**Pullman Standard**

RECORDATION NO. 11875-B Filed 1425

200 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 322-7070

AUG 6 1981 -3 20 PM

INTERSTATE COMMERCE COMMISSION

August 4, 1981

No. 1-218-2298  
AUG 6 1981

Date.....

Fee \$ 10.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
1900 L Street N.W.  
Washington, D.C. 20036

Re: Filing  
Supplemental Agreement  
Dated as of May 15, 1981  
Equipment Trust Agreement  
Dated as of June 1, 1980  
(Series 8)

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement") dated as of May 15, 1981 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 1, 1980 between The Northern Trust Company, as Trustee (hereinafter referred to as the "Trustee"), and Pullman Leasing Company. The Agreement was filed with the Commission on June 6, 1980 and was assigned Recordation Number 11875.

The Agreement was amended by a Supplemental Agreement dated as of February 26, 1981 which was recorded with the Commission on April 16, 1981 and was assigned Recordation Number 11875-A.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Pullman Leasing Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefor other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

RECEIVED  
AUG 6 1981  
FEE 10.00  
RECORDED

*Handwritten:* Linda S. Taylor  
*Handwritten:* C. D. [Signature]

Secretary - Interstate Commerce Commission  
August 4, 1981  
Page 2

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,

*William O. Bridg*

WOE:vjl  
Enclosures

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 2

RECORDATION NO. 11815-B Filed 1425

AUG 6 1981-3 30 PM

INTERSTATE COMMERCE COMMISSION

PULLMAN LEASING COMPANY

EQUIPMENT TRUST

(Series 8)

SUPPLEMENTAL AGREEMENT NO. 1

Dated as of May 15, 1981

TO

EQUIPMENT TRUST AGREEMENT

Dated as of June 1, 1980

BY AND BETWEEN

The Northern Trust Company  
Trustee

AND

Pullman Leasing Company  
(Presently known as Pullman Rail Leasing Inc.)

SUPPLEMENTAL AGREEMENT NO. 1

EQUIPMENT TRUST AGREEMENT

DATED AS OF JUNE 1, 1980

(Series 8)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of May 15, 1981 by and between The Northern Trust Company, a banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), Pullman Rail Leasing Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "PLC").

WHEREAS, the Trustee and the Company, originally Pullman Leasing Company, entered into an Equipment Trust Agreement, dated as of June 1, 1980 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, the Company and PLC entered into a Supplemental Agreement dated as of February 26, 1981 whereby PLC assumed as primary obligor, jointly and severally with the Company, pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, the Trustee, the Company and PLC desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and PLC agree as follows:


1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since June 1, 1980. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.

2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee, the Company and PLC have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

  
ASSISTANT SECRETARY

Attest:

  
Assistant Secretary

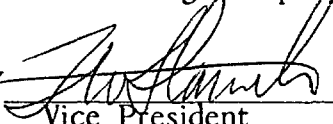
Attest:

  
Assistant Secretary

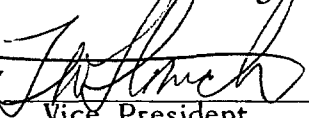
The Northern Trust Company  
as Trustee

BY   
VICE PRESIDENT

Pullman Leasing Company

BY   
Vice President

Pullman Rail Leasing Inc.

BY   
Vice President

STATE OF ILLINOIS    )  
                              ) SS  
COUNTY OF COOK     )

I, Kathleen E. Helman, a Notary Public in and for such County and State, do hereby certify that T. W. Stonich, personally known to me to be a Vice President of Pullman Leasing Company and of Pullman Rail Leasing Inc., Delaware corporations, and S. T. Boustead, personally known to me to be an Assistant Secretary of said corporations, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporations and caused the corporate seals of said corporations to be affixed thereto, pursuant to authority given by the Boards of Directors of said corporations, as their free and voluntary act and as the free and voluntary act and deed of said corporations, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of May, 1981.

  
Notary Public

My commission expires: December 21, 1982.

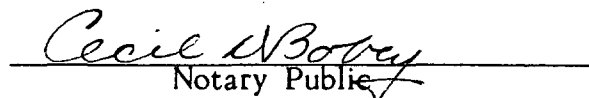
STATE OF ILLINOIS    )  
                              ) SS  
COUNTY OF COOK     )

I, CECIL D. BOBEY  
and state, do hereby certify that  
to me to be VICE PRESIDENT

R. E. JACKMAN

, a Notary Public in and for such county  
N. T. ROSSON, personally known  
of The Northern Trust Company and  
personally known to me to be ASSISTANT SECRETARY  
of said Bank, and personally known to me to be  
the same persons whose names are subscribed to the foregoing Supplemental Agreement,  
appeared before me this day in person and severally acknowledged that they signed  
and delivered the said instrument as VICE PRESIDENT and ASSISTANT SECRETARY  
of said Bank and caused the seal of said Bank to be affixed thereto,  
pursuant to authority as their free and voluntary act and as the free and voluntary  
act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of June, 1981.

  
Notary Public

SCHEDULE A  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 1, 1980  
(Series 8)

| <u>Quantity</u> | <u>Description</u>                                       | <u>Car Numbers</u>                                | <u>Value</u> | <u>Equipment first<br/>put into use<br/>no later than</u> |
|-----------------|--|---|--------------|---|
| 1               | 4750 cu. ft., 100-ton<br>capacity covered hopper<br>car  | PLCX 19226  | \$ 43,337.90 | 8/79  |
| 6               | 4750 cu. ft., 100-ton<br>capacity covered hopper<br>cars | PLCX 19600, 19605<br>19912, 19920<br>19927, 19931 | 260,027.40   | 9/79  |
| 1               | 4750 cu. ft., 100-ton<br>capacity covered hopper<br>car  | PLCX 21732  | 43,337.90    | 11/79   |

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\$346,703.20

SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 1, 1980  
(Series 8)

| <u>Quantity</u> | <u>Description</u>                               | <u>Car Numbers</u>  | <u>Original Cost</u> | <u>Value</u>        | <u>Equipment first<br/>put into use<br/>no later than</u> |
|-----------------|--|---|----------------------|---------------------|---|
| 8               | 23,500 gal. coiled<br>and insulated tank<br>cars | PTLX 223969, 223970<br>223971, 223972<br>223973, 223976<br>223977, 223978 | \$349,514.00         | \$288,698.59        | 2/76  |
| 2               | 23,500 gal. coiled<br>and insulated tank<br>cars | PLCX 223995, 223996   | 96,170.00            | 92,130.86           | 10/79   |
|                 |  |   |                      |                     |   |
| <u>10</u>       |  |   | <u>\$445,684.00</u>  | <u>\$380,829.45</u> |   |